

TOWN OF WEST HARTFORD

**REQUEST FOR
QUALIFICATIONS (RFQ)**

**Energy Management Services for the
Towns of West Hartford, Farmington,
Bloomfield, Avon and Simsbury**

August 9, 2010

Proposals Due: August 30, 2010

Prepared By:

Department of Financial Services

Town of West Hartford

50 South Main Street

West Hartford, Connecticut 06107

**TOWNS OF WEST HARTFORD, FARMINGTON, BLOOMFIELD, AVON &
SIMSBURY**

**REQUEST FOR QUALIFICATIONS
ENERGY MANAGEMENT SERVICES**

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NOTICE TO PROPOSERS

The Towns of West Hartford, Farmington, Bloomfield, Avon and Simsbury (hereinafter “the Towns”) are seeking responses from qualified firms and individuals with experience providing a comprehensive range of energy management services to submit qualifications. The Towns have received a State grant for energy management services. In addition, the Town of West Hartford expects to supplement the State grant funding to include additional services.

Sealed proposals marked "Energy Management Services, Towns of West Hartford, Farmington, Bloomfield, Avon & Simsbury" will be received by the Department of Financial Services, Town of West Hartford, Room 221, Town Hall, 50 South Main Street, West Hartford, Connecticut. Submissions will be received no later than 3:00 p.m. on Monday, August 30, 2010.

Each Proposer, by making their proposal, represents that they have read and understand the proposal documents. The right is reserved to reject any and all proposals not deemed to be in the best interests of the Towns collectively or singularly.

INSTRUCTIONS TO PROPOSERS

1. General: Sealed proposals will be received by the Department of Financial Services of the Town of West Hartford, Connecticut at the Town Hall for the services described herein.
2. Service: At the date of opening proposals, it will be presumed that each Proposer has made a thorough examination of all information relative to the services to be performed under this contract; is satisfied as to the actual conditions and requirements of the services; and has read and become familiar with the proposal documents.
3. Bidders Qualifications: The Towns may make such investigation as deemed necessary to determine the ability of the Proposer to discharge the proposed activities. The Proposer shall furnish the Towns with all information and data as may be required for that purpose. The Towns reserve the right to reject any proposal if the Proposer fails to satisfactorily convince the Towns that they are properly qualified by experience and capabilities to carry out the obligation of the proposed activities and to satisfactorily provide the services described herein.
4. Rejection of Proposals: The Towns reserve the right to reject proposals for any reason the Towns deem advisable and to award a contract to any of the Proposers at the sole discretion of the Towns.
5. Non-Inclusive Responses: Any item required in this Request For Qualifications (RFQ) that is not included in a respondent's proposal shall be specifically noted. If there are no specifically noted exclusions in a proposal it will be assumed that the Proposer accepts and understands all of the requirements of this request for proposals.
6. Reimbursable Expenses: The fee schedule submitted by the Proposer shall include any and all reimbursable expenses.
7. Questions/Inquiries: Any questions about this request for qualifications should be addressed to Chris Johnson, Director of Financial Services, Town of West Hartford, 50 South Main Street, West Hartford, Connecticut 06107, phone number (860)-561-7460, email chrisj@westhartford.org. Answers to questions will be posted on the Town's procurement portal and it is each Proposer's responsibility to check the posted answers before submitting a proposal. The address for the Town's procurement portal: <http://www.westhartford.org/TownServices/TownDepartments/FinancialServices/BidListCaveat.htm>

PROPOSAL REQUIREMENTS

1. INTRODUCTION

The Towns of West Hartford Farmington, Bloomfield, Avon and Simsbury invite firms and individuals to respond to a Request for Qualifications to provide comprehensive energy management services to the Towns. The Towns have received a two-year State grant for energy management services with the goal of demonstrating that energy savings can justify the continuation of the services beyond the end of the grant period. The proposals will be reviewed by the Towns and a single or multiple awards may be made based upon the needs of each Town. The Town of West Hartford is administering the RFQ process but the selection of a successful proposal(s) will be made jointly by the Towns and a contract will be executed by the respective Town(s) and the selected Proposer(s). It is anticipated that the selected Proposer(s) will report to a designated official in each community. The Towns are seeking qualified firms or individuals with a core competency in energy management services to provide guidance and assistance in executing an implementation plan to reduce energy consumption and costs. Services could be provided to all Town and Public School facilities identified in Attachment 1 for each community and include electricity, natural gas, fuel oil and water.

2. SCOPE OF ENERGY MANAGEMENT SERVICES

The Towns are seeking proposals from qualified firms and individuals to provide energy management services. The Towns plan on negotiating and executing separate statements of work with the selected proposer(s) on a town by town basis which may include some or all of the services described in this section. Potential services include the following and proposers should demonstrate their qualifications to provide these services.

- a) Create comprehensive town-wide energy management plans including measurable goals.
- b) Examine energy usage and facility utilization patterns to identify opportunities to reduce energy consumption and the costs to implement the energy management plans.
- c) Review the projects in the Towns' annual capital investment plans for opportunities to reduce energy consumption and lower energy costs and calculate quantifiable return on investments.
- d) Examine the potential of other clean energy technologies such as micro-hydro turbines, solar photovoltaics, solar thermal, cogeneration, wind turbines, geothermal heat pumps and fuel cells to reduce greenhouse gases, electricity, fuel and water costs and price volatility over time.
- e) Examine the potential to build or retrofit buildings to green building standards.

- f) Examine the potential to improve indoor air quality as part of building upgrade projects.
- g) Maximize the use of “on-bill financing” and incentive programs from the State Clean Energy Fund and Energy Efficiency Fund, state and federal grant programs and other funding sources as may become available.
- h) Inventory the Towns’ equipment and identify opportunities to reduce the consumption of energy through equipment replacement and new equipment specification, human engineering or utilization changes.
- i) Benchmark the Towns’ facility energy consumption and complete Energy Star Portfolio Manager ratings.
- j) Conduct walk through energy audits of buildings.
- k) Audit the Towns’ utility bills and assist the Towns in automating bill data tracking.
- l) Energy procurement assistance.
- m) Promote regional cooperation among the municipal staffs, elected officials and citizen advisory groups in each town to share best practices and successful approaches in addressing common energy issues.
- n) Create model contract language for use across towns.
- o) Create financial tools to enable towns to evaluate the total energy costs of any potential energy investments.

3. PROVISION OF ADDITIONAL SERVICES

It is understood that firms and individuals responding to this RFQ may have the capacities to provide additional services to the Towns above those illustrated in Section 2. It is the intent of the Towns to clearly understand what additional services could be provided by responding firms and individuals above and beyond what is requested in Section 2. Responses should detail these additional services.

4. TERM AND RENEWAL OPTION

The intent of the Towns is to enter into an agreement for the two (2) year period of the State grant. At the conclusion of this initial period, each town may enter into separate agreements with the firms or individuals.

5. COMPENSATION

The Towns intend to award a contract that reimburses the Proposer for services provided on an hourly fee schedule payable in monthly installments based upon work performed. The proposer is required to include all costs in the hourly fee schedule. The payments will be made based upon the executed separate statements of work with each town on a project by project basis.

6. TERMINATION

Following the award of this request for qualifications, should any of the Towns find that the Proposer has failed in any material respect to perform its obligations under this agreement; those Towns may cancel this agreement. The Towns shall notify the Proposer in writing of its failures and permit the Proposer to correct its failures within thirty (30) days. If after the thirty (30) day period the Proposer fails to correct its failures to the satisfaction of the affected Towns, the agreement will be canceled effective immediately as to those Towns. The Proposer will be expected to continue to perform the requirements of the RFQ and contract during that thirty day period. The Proposer shall be liable for damages from such breach including reasonably foreseeable incidental and consequential damages. Any compensation due the Proposer will be paid only in accordance with the compensation section of this RFQ.

7. KEY PERSONNEL

The selected Proposer will be required to utilize the key personnel identified in the proposal and subsequently approved by the Towns to perform the stated functions. In the event that the personnel named in the proposal are unable to perform due to death, illness or resignation from employment, the Towns' request for removal or similar reasons, the Proposer will promptly submit the names and qualifications of proposed suitable replacements. No substitution of key personnel will be allowed without the prior approval of the Towns. Once a contract is in place, advanced notification of any proposed staff changes will be required. Approved substitution will be made at no increase in proposed fee.

8. INSURANCE

The selected Proposer will be required to maintain insurance in accordance with the attached Insurance Exhibit and furnish the Towns with certificates of insurance effecting coverage required by this exhibit. Said certificates shall name the Towns as additional insured as set forth in the Insurance Exhibit.

9. TAXES

The Towns are qualified tax-exempt institutions and as such are not liable for any federal, state, or local excise, sales, use, property or other taxes that Proposer may incur as a result of this agreement. The successful Proposer will be obligated to pay property taxes to the Towns with respect to any of the Proposer's taxable personal property, motor vehicles or real estate within each Town which may be used in conjunction with the performance of this agreement.

10. INDEMNIFICATION

- a) The successful Proposer shall release defend, indemnify and hold harmless the Towns of West Hartford, Farmington, Bloomfield, Avon and Simsbury and the West Hartford, Farmington, Bloomfield, Avon and Simsbury Boards of Education, their respective boards and commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for injuries or alleged injuries to person (including sickness and death) or to property, or financial losses, sustained or alleged to have been sustained by any person or concern, including officers, agents, servants, employees, contractors and subcontractors of the Towns or the successful Proposer arising or alleged to have arisen out of the negligent, grossly negligent, reckless or intentional performance or failure to perform any part of this agreement by the Proposer or by anyone acting under the supervision of the Proposer. This indemnity shall not be affected by other portions of this agreement relating to insurance requirements.

- b) The successful Proposer shall release, defend, indemnify and hold harmless the Towns of West Hartford, Farmington, Bloomfield, Avon and Simsbury and the West Hartford, Farmington, Bloomfield, Avon and Simsbury Boards of Education, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the successful Proposer, its officers, agents, employees, contractors, subcontractors, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, codes, and rules and regulations or the United States of America, the State of Connecticut, the Towns of West Hartford, Farmington, Bloomfield, Avon and Simsbury, or their respective agencies. This indemnity shall not be affected by other portions of the agreement relating to insurance requirements.

11. COMPLIANCE WITH LAWS

Proposer shall perform all of the services required in the RFQ in full compliance with all appropriate federal, state and local laws and regulations.

12. NON-DISCRIMINATION

The Proposer in performing under this agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and sub-contractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor or services in connection with this agreement.

13. CONTRACT FOR SERVICES

The Towns and Proposer expressly agree that they will enter into an agreement for the provision of the specific services herein described; that Proposer is to perform those services for the term set forth herein and pursuant to the provisions of the contract which will be entered into as a result of this proposal; that the Proposer(s) are independent contractors, not employees of the Towns, for these purposes and as such neither they nor their employees are entitled to any employment benefits offered by any of the Towns or their respective Boards of Education, including without limitation, life and health insurance, vacation and sick leave, pension rights or workers compensation.

14. PUBLIC INFORMATION & OWNERSHIP OF DOCUMENTS

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Towns. All documents created by the Proposer during the completion of their contract requirements shall become the property of the Towns to which those documents relate, including any databases and information systems that are created.

15. EXAMINATION OF DOCUMENTS

Proposers shall thoroughly examine and be familiar with these proposal documents. The failure or omission of any Proposer to examine these documents shall in no way relieve any Proposer of obligations with respect to this Request for Qualifications. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph. The response and the Request for Proposals shall become part of any agreement by reference.

16. SELECTION PROCESS AND EVALUATION CRITERIA

After receipt of proposals, the Towns will use the following criteria in evaluating the proposals and selecting a provider of services:

- a) Responsiveness to the RFQ and substantiation of representations regarding the provider's capabilities and professional competence to accomplish the required services.
- b) References of current clients being provided with comprehensive energy management services as described in this RFQ. Responses will be evaluated based upon quality of the reference, success of client experiences, and relevancy of reference to this engagement.

- c) Confidence in the capacity of each firm to provide comprehensive energy management services and the firm's understanding of what is needed to deliver these services.
- d) Costs.

Upon receipt of the proposals, a Selection Committee will review the proposals relative to the RFQ requirements and evaluation criteria described in this section. Higher rated proposal(s) will be invited to make an oral presentation to the Selection Committee to explain their proposal and answer questions. At the conclusion of such discussions, the Towns may enter into negotiations with the Proposer(s) deemed professionally qualified and offering the best value to the Towns.

17. PROPOSAL SUBMISSION INSTRUCTIONS

Submissions should include information in the sequence requested below. Each submission shall include tabbed sections with the letters indicated below which shall be limited to the information described in each section. Other information may be included in the submission but not included within the tabbed sections. Proposers shall submit six (6) copies of their proposal.

- a) Proposer's name, address and telephone number.
- b) A detailed description of the Proposer's experience and qualifications providing the services listed in the scope of energy management services section. Each response should include a discussion of what some of the difficulties and complexities of such an arrangement for energy management services for five (5) towns and how the firm would mitigate these difficulties and complexities to ensure a successful relationship. In addition, each proposal shall include a description of any other services the Proposer would provide.
- c) A fee schedule for energy management services for each position the Proposer will supply towards his engagement.

- d) Each proposal shall include a description of the positions the Proposer will supply with the key personnel; the skill set and experiences of the key personnel for each position; the responsibilities of each of the positions; and the role each position will perform. A description of all other personnel that would be provided or available to meet the energy management services requirements shall also be provided.
- e) Other auxiliary services offered by the Proposer shall also be described in the proposal. Such description shall include the services offered and the respective fees for each service.
- f) Three (3) references shall be provided in the proposal. Each reference shall be provided with a description of the relationship and name and telephone number of the key contact. References of clients with experiences similar to the services requested in the RFQ will be judged more relevant in the evaluation.

RFQ SUBMISSION FORM
ENERGY MANAGEMENT SERVICES
TOWNS OF WEST HARTFORD, FARMINGTON, BLOOMFIELD, AVON
& SIMSBURY

By signing this form, you acknowledge compliance and agreement with the RFQ requirements.

Company

Signature

Address

Name

City, State, Zip Code

Title

Telephone

Date

ATTACHEMENT 1 BUILDING INVENTORY

Town of West Hartford Inventory of Buildings

<u>Building</u>	<u>Year</u>	<u>Square Feet</u>	<u>Notes</u>
Aiken Elementary	1964	62,028	
Braeburn Elementary	1956	59,742	
Bristow Middle School	2003	101,456	Garage is 17026 SF
Bugbee Elementary	1950	68,165	
Charter Oak Elementary	1929	62,741	
Conard High School	1957	288,145	
Duffy Elementary	1952	78,991	
Hall High School	1970	277,802	
King Philip Middle School	1954	192,897	
Morley Elementary	1927	61,085	
Norfeldt Elementary	1957	61,715	
Sedgwick Middle School	1931	183,399	
Smith Elementary	?	66,329	
Webster Hill Elementary	1949	77,701	
Whiting Lane Elementary	1954	107,771	
Wolcott Elementary	1957	78,850	
Cornerstone Aquatics Center	1961	47,930	Major renovation in 1992
Department of Public Works	1958	34,450	Major renovation in 1998 and 2006
Elmwood Community Center	1928	68,744	Major renovation in 1978
Faxon Library (Branch)	1954	12,435	Major renovation in 1997
Fire Station # 1 (Prosect Ave)	1915	7,892	
Fire Station # 2 (Brace Rd)	1992	5,380	
Fire Station # 3 (New Britain Ave)	1930	9,015	Major renovation in 1991
Fire Station # 4 (Albany Ave)	1954	6,274	Major renovation in 1995
Fire Station # 5 (Berkshire Rd)	1963	4,477	
Noah Webster Library	1937	59,790	Major renovation in 1962 and 2007
Bishops Corner Library and Senior Center	1966	14,992	Senior Center addition 2006
Public Safety Complex (Police and Fire HQ)	1910	68,855	Major renovation in 1981 and 2007
Town Hall	1922	142,615	Major renovation in 1987
Veterans Memorial Skating Rink	1966	37,765	Major renovation in 2000

Town of Bloomfield Building Inventory

TOWN BUILDINGS				
BUILDING	LOCATION	BUILT	REHABBED	Square Feet
Alvin and Beatrice Wood Human Services Building	330 Park Ave	1959	1967 1973 1990	96500
Bloomfield Volunteer Ambulance (BVA)	12 Southwood Road	1975		8020
Farmington River Park (Residential Rental Property)	460 Tunxis	1972		1600
Captain Oliver Filley House (Historic House)	130 Mountain Road	1865		800
Prosser Library	1 Tunxis Ave	1964	1984	16500
Bloomfield Police Department	785 Park Avenue	1991		20867
Robert L Watkins Center (ELC)	73 Rockwell Avenue	1954		18775
Public Works Complex (Town Garage & 2 outbuildings)	21 Southwood Road	1965 1995		40000
Bloomfield Town Hall	800 Bloomfield Ave	1961	1972,1994	30323
Town Pool 330 Park Ave Rear		1982		1000
Wilcox House (Residential Rental Property)	71 Hoskins Road	1971		2230
Wintonbury Library	1615 Blue Hills Ave	1972		7000

Town of Avon Inventory of Buildings

	<u>Address</u>	<u>Square Footage</u>	<u>Date Built</u>	<u>Renovation Date</u>
Town Hall Building 1	60 West Main Street Avon, CT 06001	8,085	1890	
Town Hall Building 2	60 West Main Street Avon, CT 06001	1,856	1910	
Town Hall Bldg. 5, 6, 7	60 West Main Street Avon, CT 06001	17,215	1890	2006
Fire Station/Company 1	25 Darling Drive Avon, CT 06001	10,078	1973	
Fire Station/Company 2	106 Secret Lake Road Avon, CT 06001	5,000		
Fire Station/Company 3	490 West Avon Road Avon, CT 06001	5,425	1963	
Fire Station/Company 4	365 Huckleberry Hill Road Avon, CT 06001	3,730	1968	
Public Library	281 Country Club Road Avon, CT 06001	19,266	1982	
Senior Center	635 West Avon Road Avon, CT 06001	8,400		
Public Works Facility	11 Arch Road Avon, CT 06001	18,652	1976	2009
Police Building #3	60 West Main Street Avon, CT 06001	5,378	1890	
Police Building #4	60 West Main Street Avon, CT 06001	4,249	1890	
Police Gym Building #8	60 West Main Street Avon, CT 06001	1,675	1890	
Countryside Park	335 Huckleberry Hill Road Avon, CT 06001	2,784	1968	
Animal Shelter	11 Arch Road Avon, CT 06001	780		
Pine Grove School House	3 Harris Road Avon, CT 06001	822	1865	
Recycling Center (Office)	281 Huckleberry Hill Road Avon, CT 06001	448		
Recycling Center (Garage)	281 Huckleberry Hill Road Avon, CT 06001	1,200		
Sycamore Hills Bath House	635 West Avon Road Avon, CT 06001	3,074		

Town of Farmington Inventory of Buildings

Building	Address	Sq. ft.
Town Hall	1 Monteith Drive	26,100
WPCF (Administrative Building)	Westerberg Drive	2,176
Historical Museum	15 School street	1,403
Highway Garage	544 New Britain Avenue	25,279
8 Mountain Rd. Apartment # 19	8 Mountain Road	3,366
10 Mountain Rd. Apartment # 20	10 Mountain Road	2,844
Staples House	Monteith Drive	4,728
Parks Maintenance building	504 New Britain Avenue	3,600
Quirk Softball Building	Tunxis Meade Road	675
Westwood Golf Maintenance Building	Westwood Drive	2,520
Pro Shop / Restaurant	Westwood Drive	2,025
Maintenance Building	Westwood Drive	2,060
Westwood Pavilion	Westwood Drive	2,300
Westwood Stonehouse	Westwood Drive	4,985
Westwood Stonehouse Storage Bin	Westwood Drive	792
Westwood Stonehouse 3- Car Garage	Westwood Drive	N/A
Little League Refreshment building	Moewassa Lane	625
Concession Stand	Moewassa Lane	990
Recreation Center	19, School street	4,088
Youth Center	23 School Street,	3,040
Pyatt Storage building	806 New Britain Avenue	4,316
Soccer Storage	Tunxis Meade Road	200
Soccer Concession Stand	Tunxis Meade Road	1,040
Restrooms	Tunxis Meade Road	858
Salt/Sand Storage building	544 New Britain Avenue	4,800
Tunxis Meade Park Facilities	Tunxis Meade Park	N/A
Community & Senior Center	321 New Britain Avenue	13,123
Police Station	319 New Britain Avenue	26,393
Police Communications building	319 New Britain Avenue	2,520
Lake Garda Playscape	Lake Garda	N/A
Tunxis Fire House	School Street	5,439
Main Street Fire House	76 Main Street	9,549
East Farms Fire House	94 South Road	8,120
Oakland Gardens Fire House	112 Farmington Avenue	4,116
Old Fire House	Lovely Street	2,262
Southwest Fire House	2, Westwoods Drive	4,747
East Farms Schools	25 Wolf Pit Road	50,260
Farmington High School	10 Monteith Drive	218,933
Noah Wallace Elementary School	6 School Street	52,000

Town of Farmington Inventory of Buildings (cont.)

Building	Address	Sq. ft.
Union Elementary School	173 School Street	48,881
Irving Robbins Middle School	25 Wolf Pit Road	128,432
West District Elementary School	110 West District Road	44,860
Westwoods School	50 Judson Lane	131,480
Total		855,925

Town of Simsbury Inventory of Buildings

Property	Address	Constructed	Renovated	Square Footage
Belden Town Hall	933 Hopmeadow St.	1907		46,923
Eno Memorial Hall	754 Hopmeadow St.	1932		27,880
Scout Hall	695 Hopmeadow St.	1839		1,738
Public Library	725 Hopmeadow St.	1984		40,000
Highway Department Garage	66 Town Forest Road	1964	1983	12,500
Highway Salt Storage Building	66 Town Forest Road	1988	1989, 1990	6,720
Sewer Treatment Plant	36 Drake Hill Road	1972		24,000
Sewer Treatment Pump Station	36 Drake Hill Road	1972		725
Sewer Treatment Outfall Pump Station	36 Drake Hill Road	1972		324
Sewer Treatment Generator Building	36 Drake Hill Road	1972		506
Sewer Treatment Dechlorination Shed	36 Drake Hill Road	1993		104
Sewer Treatment Equipment Shop	36 Drake Hill Road	1994		80
Sewer Treatment Storage Shed	36 Drake Hill Road	1991		1,530
Pump Station	68 Wolcott Road	1973		294
Pump Station	3 Tunxis Road	1977		216
Pump Station	Long View Drive			1,176
Pump Station	36 Drake Hill Road	1972		16,093
Apple Barn	60 Old Farms Road	1930		5,026
Orkil Recreation Complex	100 Old Farms Road	1947		12,247
Golf Pro Shop	100 Old Farms Road	1972		2,982
Golf Maintenance Shop	Great Pond Road	1960		1,875
Golf Storage Barn	Great Pond Road			5,376
Golf Cart Storage Building	100 Old Farms Road	1974		2,250
Golf Maintenance Garage	100 Old Farms Road	1974		1,350
Memorial Pool Maintenance Building	Plank Hill Road			880
Amos Eno Farm House and Barns	73 Wolcott Road	1883		1,260
Pattison Property Wellhouse	41 Quarry Road	1900		
Sweeton Property	15 Sugarloaf Cut	1815		1,512
Orkil Apartment in Apple Barn	60A Old Farms Road	1968		705
Orkil House	60B Old Farms Road	1940		1,117
Orkil House	60C Old Farms Road	1945		952
Orkil House	60D Old Farms Road	1947		1,082
Central School	29 Massaco Street	1911	1949, 1997, 2005	65,846
Latimer Lane School	33 Mountain View Road	1963	1992, 1994	50,891
Squadron Line School	44 Squadron Line Road	1970	1991	91,361
Tarrifville School	42 Winthrop Street	1925	1957, 1984, 2009	9,398
Tootin' Hills School	25 Nimrod Road	1953	1958, 1991, 1994, 1997, 1999	65,058
Henry James Memorial School	155 Firetown Road	1957	1960, 1999	132,720
Simsbury High School	34 Farms Village Road	1967	1984, 2002, 2005	303,541

ATTACHEMENT II – ENERGY MANAGEMENT RELATED ACTIVITIES

Town of Avon Energy Management Related

The Avon Clean Energy Commission (ACEC) was created in February 2009 to raise energy awareness and work to reduce energy consumption in the Community. In the past year and a half, the Commission has undertaken a number of activities aimed at these goals.

In September 2009, the ACEC sponsored a booth at Avon Day in order to solicit residents to sign up for renewable energy options. The Town of Avon receives a solar panel from Connecticut Clean Energy Fund for every one hundred residents that enroll; the Avon Middle School was identified as the location in which the energy panels will be installed.

This past winter, the ACEC sponsored a Wintergreen Contest among the five schools in Avon in order to raise student awareness about energy consumption and to see which school could save the most energy by using simple approaches such as turning of lights when rooms were vacant.

The Town also received an ARRA Energy Efficiency Block Grant in 2009, which is being used for a number of energy related projects, including the replacement of fifteen garage doors at the Avon Highway Garage, which completes the “Greening” of the facility. Other yet to be completed projects include the development of Town/BOE energy plan and promotion of anti-idling efforts throughout town.

Town of Bloomfield Energy Management Related Activities

Bloomfield is at a tipping point in energy management. Prior to mid 2008, energy monitoring, management, and conservation were secondary to short term annual operating expenses. Following a restructuring, a Facilities Operations division of the Public Works Department was established, in part to effect sweeping changes, and institute long term life cycle costing including the entire spectrum of energy management. Currently, the Town EEBG monies are earmarked for a town wide single centralized system of building management controls; some audits are complete; portions of benchmarking are being conducted, and other related functions are underway or have the broad planning completed. The BPWD is on the verge of replacing and renovating significant town building infrastructure in the short to midterm, and sees this as the perfect opportunity to implement energy management as a fundamental function.

The Town of Bloomfield has a very active Conservation, Energy and Environment Committee for many years. Its charges include research and recommendations to the Town Council concerning energy conservation; use of alternative renewable energy; participation in regional, state and federal energy conservation and alternative renewable energy programs; and promote efficient energy usage in Bloomfield. Its accomplishments include the 20% by 2010 clean energy commitment, including the purchase of Renewable Energy Certificates.

Town of Farmington Energy Management Related Activities

In January 2009 the Town Council and Board of Education established a joint Environmental Task Force to examine and recommend opportunities and initiatives that may provide municipal and board of education cost savings, increase public awareness and encourage town and board of education participation in “Green” Efforts. The committee was charged with the following:

1. Increase public awareness and municipal participation in “green” efforts including energy conservation, renewable resources, recycling, and other environmentally friendly practices.
2. Establish a leadership role in the community in promoting environmentally friendly practices in town.
3. Explore ways to fund “green” initiatives.
4. Participate in the Connecticut Clean Energy Fund’s 20% x 2010 Clean Energy campaign and serve as the Energy Task Force as required for participation in the Environmental Protection Agency’s (New England) Community Energy Challenge.
5. To make recommendations to the Town Council and Board of Education for cost effective ways to reduce the Town’s reliance on traditional energy resources.
6. Find ways to facilitate private initiatives.

Since January 2009 the Town has been working to achieve these objectives. Through grant funding the Town has contracted with a consultant to investigate the possibility of hiring an energy services company in order to enter into a performance contract for municipal and board of education facilities. This process is ongoing. Public awareness has been enhanced through a new web page devoted to green efforts as well as a town wide newsletter that has been distributed discussing Farmington green initiatives as well as ways for residents and businesses to become greener. In terms of facilities management the town and the board of education have endeavored on energy cost savings measures where feasible. While funding is limited in this area, a few accomplishments have been obtained such as the completion. Most recently the town took advantage of the CL&P Small Business program to conduct energy assessments of our facilities to determine potential savings derived from installing energy-saving measures.

Town of Simsbury Energy Management Related Activities

Simsbury has been working for the past several years on reducing our energy consumption and moving toward the purchase of energy from renewable sources. The Town has committed to the EPA's 20% by 2010 challenge, created a Clean Energy Task Force, conducted energy audits and aggressively pursued grants to support energy efficiency in all our facilities.

Our Clean Energy Task Force has been working with the public and the school system to increase awareness of energy conservation and clean energy alternatives. This task force has regular meetings and has been steadily increasing there scope of work to involve more town residents and businesses.

Simsbury's efforts in reducing our energy consumption in our Town buildings has focused on heating, cooling and lighting costs. The majority of the Town's buildings use Johnson Control's Metasys systems to manage the buildings heating and cooling needs. Our systems are routinely programmed to adjust temperatures between occupied and unoccupied modes and the boilers in our larger buildings are dual fuel (natural gas/heating oil) systems. The majority of our lighting uses compact fluorescent lighting: compact fluorescent, new T-8 or T-5 fixtures. We are currently upgrading some of the outdoor lighting to LED fixtures.

An Energy Audit was conducted on the Town Hall and Eno Memorial Hall in January of 2010 to identify additional areas for energy efficiency. This report is available for review. Additionally, we have recently commissioned the HVAC systems at our Town Library to improve the operational performance. The energy usage in our main public buildings (Town Hall, Eno Memorial Hall, and Library) and our sewer treatment plant have been tracked using the EPA's Energy Portfolio Manager with data entered back to 2008.

The Town currently purchases our electrical generation thru TransCanada via the regional bid program managed by Connecticut Conference of Municipalities. Fuel purchasing for heating oil, gasoline and diesel has traditionally been done in regional groups in conjunction with our Board of Education.

Looking to the future Simsbury is interested in maximizing the efficiency our HAVC systems, lowering the costs of for the operation of our larger buildings, evaluating the purchase of our streetlights, and making good decisions on the purchase of our energy suppliers.

Town of West Hartford Energy Management Related Activities

West Hartford has been focused for the past four years on reducing its energy consumption, costs and greenhouse gas emissions. During this time, the Town Council has committed to the EPA's 20% by 2010 challenge, signed the U.S. Conference of Mayors Climate Protection Agreement to reduce its greenhouse gas emissions by 7% below 1990 levels; signed the EPA Community Energy Challenge to reduce its energy consumption by 10%; and created the West Hartford Clean Energy Task Force (WHCETF) to provide guidance to the town, its residents and businesses regarding energy issues.

Town staff members and the WHCETF have undertaken several initiatives to reduce energy consumption, costs and greenhouse gas emissions including:

- utilization of a third party administrator to review and pay all electricity and natural gas invoices and provide the corresponding utility data in an online format;
- participation in various utility company sponsored conservation programs to upgrade lighting, motors and heating equipment;
- purchasing electricity and natural gas through third party marketers;
- evaluated and installed LED lighting at three parking garage facilities and in many of the traffic control signals;
- developed and conducted energy conservation awareness campaign and contest in the BOE and town buildings; and
- entered into power purchase agreements with two photovoltaic providers to install four 100KW systems on town buildings

In March 2009, the WHCETF, at the request of the Town Council, developed the West Hartford Comprehensive Energy Plan. The plan provides the town with an overall strategy to address energy issues. Accomplishments associated with the plan so far include:

- benchmarking of the 31 major town and BOE buildings using EPA's Energy Star; and
- conducting energy audits of seven buildings through utility company sponsored conservation programs resulting in two completed projects and three pending projects.

West Hartford will have the energy manager develop a tactical strategy for implementing keys items in the energy plan that will reduce energy costs, have a reasonable rate of return and leverage utility and other grant funds.

INSURANCE EXHIBIT ENERGY MANAGEMENT SERVICES

The Consultant shall procure insurance coverage against claims that may arise from, or in connection with the performance of this contract by the Consultant, his agents, representatives, employees or subcontractors. The Consultant shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Consultant shall pay all costs, premiums, and audit charges earned and payable under the required insurance. **Should the Contractor employ the services of subcontractors, it shall be the Contractor's obligation to provide proof to the Towns that each such subcontractor has satisfied the requirements of this exhibit.**

For the purpose of this exhibit: the term "Consultant" shall also include their respective agents, representatives, employees or subcontractors; and the term "Towns of West Hartford, Farmington, Bloomfield, Avon and Simsbury" (hereinafter the "Towns") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Towns from additional limits and coverage provided under the Consultant's policies.

1) **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

2) **Automobile Liability and Physical Damage Coverage:**

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments.

3) **Professional Liability/Errors & Omissions:**

\$1,000,000 per occurrence following form.

4) **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut. Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. If the Consultant decides not to procure workers' compensation in accordance with Connecticut law, the Consultant agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Consultant agrees to hold the Towns harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Consultant or Consultant's employees during the course of the performance of this contract, however caused.

5) **Personal Property:**

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Consultant and others (including but not limited to the personal property of subcontractors) brought, used or stored on Towns property for the duration of the contract. The Towns shall not be responsible to the Consultant for any injury or damage caused to the Consultant's property, however caused. All property of the Consultant and its agents shall be brought or maintained on the Towns property at the sole risk of the Consultant. To the extent permitted by law, the Consultant agrees to indemnify, defend and hold harmless the Towns from any and all losses or damages, however caused, to any and all personal property belonging to the Consultant, its agents, representatives, employees and/or subcontractors.

B. Additional Insured Endorsement:

All liability policies (with the exception of Worker's Compensation and Professional Liability) shall include the Town of West Hartford, Farmington, Bloomfield, Avon and Simsbury, and West Hartford, Farmington, Bloomfield, Avon and Simsbury Boards of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured with respect to liability arising out of or in connection with the performance of this contract by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Towns.

C. Acceptability of Insurers:

Consultant's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Towns Risk Manager.

D. Subcontractors:

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation:

Consultant shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Towns. When the Consultant is self-insured, it is agreed that in no event shall the Consultant have any right of recovery against the Towns.

F. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Consultant shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Towns thirty (30) days prior to each policy expiration.

G. Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the Towns. It is agreed that the Consultant shall notify the Towns with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Consultant agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Consultant shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Consultant must declare any deductibles or self-insured retentions to the Towns. All deductibles or self-insured retentions are the sole responsibility of the Consultant to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after prior written notice has been given to the Towns in compliance with Connecticut statutes Sec. 38a-323 and Sec. 38a-324.

J. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverages**

- a) The Consultant's insurance coverage shall be primary insurance with respect to the Towns. Any insurance or self-insurance maintained by the Towns shall be excess of the Consultant's insurance and shall not contribute with it.
- b) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- c) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Towns.

K. Verification of Coverage:

The Consultant shall provide the Towns with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before services commence. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Towns reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Towns of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, Connecticut 06107.

L. Failure to Purchase or Maintain Insurance:

If the Towns or the Consultant is damaged by failure of the Consultant to purchase or maintain insurance required by this exhibit, the Consultant shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Initials/ Consultant

Date